

Information Systems Advisory Body



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 November 27, 2012

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SACHI A. HAMAI
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ISAB

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Chief of Police, City of Los Angeles

November 27, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

CONTRACT BETWEEN THE COUNTY OF LOS ANGELES AND MTG MANAGEMENT CONSULTANTS, LLC FOR MBIS CONSULTING SERVICES (ALL DISTRICTS) (3-VOTES)

SUBJECT

Approval of a contract between the County of Los Angeles on behalf of the Information Systems Advisory Body and MTG Management Consultants, LLC for MBIS Consulting Services.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of the Information Systems Advisory Body (ISAB) to finalize and execute a contract with MTG Management Consultants, LLC (MTG) for Multimodal Biometric Identification System Consulting Services (Contract), substantially similar to the attached Contract, for a period of two (2) years (Initial Term) with one (1) additional one-year option period (Extended Term) at Los Angeles County's sole option for a maximum total Contract Sum of \$215,635 for the term of the Contract.

2. Delegate authority to the Director of ISAB, during the Extended Term, to increase the Contract Sum by no more than 10 percent.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended Contract is to assist ISAB in coordinating and provide the Los Angeles County Regional Identification System (LACRIS) of County's Sheriff's Department (LASD) with consulting services relating to a Request For Proposals (MBIS RFP) for the acquisition, implementation and maintenance of a new Multimodal Biometric Identification System (MBIS).

LACRIS currently has a Contract with 3M Cogent Inc. (Cogent) for the fingerprint identification system. The existing Contract with Cogent will expire on October 12, 2014. The purpose of this Contract is to assist ISAB and LACRIS in the development of the MBIS RFP for implementing a new MBIS at the conclusion of the existing Contract.

MTG will provide support to ISAB and LACRIS in the review of recently issued solicitations by other jurisdictions for acquiring biometric identification systems, review existing functional and system requirements of LACRIS, work with the County team in finalizing and writing the MBIS RFP, research and document ways to enhance the quality of the MBIS RFP, assist ISAB in evaluating vendor responses to the MBIS RFP, participate in bidders' conference(s) and assist in responding to vendor questions, provide assistance and support during MBIS Contract negotiations and assist in the development of a comprehensive system implementation plan for the new MBIS.

Implementation of Strategic Plan Goals

The public/private partnership between the County and MTG supports Strategic Plan Goals No. 1, Operational Effectiveness, Goal No. 2, Fiscal Responsibility, and Goal No. 3, Integrated Service Delivery, by providing responsive, efficient, and high-quality public service through teamwork and collaboration.

FISCAL IMPACT/FINANCING

The maximum County obligation under the proposed Contract is \$215,635 over the entire Contract term, including the Initial Term of two (2) years and the Extended Term of one (1) additional year, and includes \$179,635 allocated for the Required Services, and \$36,000 for Optional Services. Funding for this Contract will be provided by the Remote Access Network (RAN) Board.

No new net County funds are being requested for this Contract. There are no other fiscal impacts.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This is not a Proposition A Contract, since approval of this Contract will not displace County employees, and the services offered under this Contract currently cannot be performed by the individual County departments due to the need for specialized skills. Further, ISAB will not require MTG to perform services in excess of the Board-approved Contract Sum, scope of work, and/or Contract dates.

The Contract contains all the latest Board-required and policy driven provisions, such as Consideration of GAIN/GROW Program Participants for Employment, Compliance with Jury Service Program, Safely Surrendered Baby Law, Assignment and Delegation and Budget Reductions. In addition, MTG is required to notify the County when the Contract term is within six (6) months from

expiration and when it has reached 75 percent of the authorized maximum Contract Sum.

This Contract has been reviewed and approved as to form by County Counsel. The Chief Information Office (CIO) recommends approval of this Contract (CIO Analysis attached). The Chief Executive Office's (CEO) Risk Management Branch has reviewed and concurs with the provisions relating to insurance and indemnification.

CONTRACTING PROCESS

On September 13, 2012, the County released a Request for Proposals (RFP) for MBIS Consulting Services. Two proposals were received by the closing date of October 10, 2012. The proposals were evaluated and MTG was selected as the highest-ranked qualified vendor meeting all RFP minimum requirements. As part of its proposal, MTG also accepted all of the terms and conditions included in the Required Contract attached to the RFP. ISAB interviewed MTG's staff on October 30, 2012.

The County selected MTG based upon predefined proposal evaluation criteria, including price, qualifications, technical capability, and extensive law enforcement biometric systems experience. The non-selected proposer was debriefed, but did not request a Proposer Contractor Selection Review.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The current Contract with Cogent for biometric identification system will expire on October 12, 2014. This Contract is for the development of an RFP for the replacement or an upgrade of the existing biometric identification system at the conclusion of the existing Contract.

CONCLUSION

Upon your Board's approval, it is requested that the Executive Officer, Clerk of the Board of Supervisors, return two (2) adopted stamped copies of the Board letter to: Information Systems Advisory Body, Attention Felix Basadre, Assistant Director, 12750 Center Court Drive, Suite 500, Cerritos, CA 90703.

Respectfully submitted,

A handwritten signature in blue ink that reads "John L. Rugg". The signature is written in a cursive, flowing style.

JOHN RUEGG

Director

JR:FB

Enclosures

c: Chief Executive Officer
Auditor-Controller
County Counsel
Executive Officer, Board of Supervisors
Sheriff

A handwritten signature in blue ink that reads "Richard Sanchez". The signature is written in a cursive, flowing style.

RICHARD SANCHEZ
Chief Information Officer



RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

NUMBER: CA 12-24	DATE: 11/7/2012
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SUBJECT:

CONTRACT BETWEEN THE COUNTY OF LOS ANGELES AND MTG MANAGEMENT CONSULTANTS, LLC FOR MULTIMODAL BIOMETRIC IDENTIFICATION SYSTEM CONSULTING SERVICES

RECOMMENDATION:

Approve Approve with Modification Disapprove

CONTRACT TYPE:

New Contract Sole Source
 Amendment to Contract #: Other: Describe contract type.

CONTRACT COMPONENTS:

Software Hardware
 Telecommunications Professional Services

SUMMARY:

Department Executive Sponsor: Information Systems Advisory Body

Description: The Information Systems Advisory Body (ISAB) is requesting authorization to execute a contract with MTG Management Consultants, LLC (MTG) for consulting services to support development of solicitation for a Multimodal Biometric Identification System (MBIS) and to assist with the acquisition and implementation of selected MBIS solution.

Contract Amount: \$215,635 Funding Source: Remote Access Network (RAN)

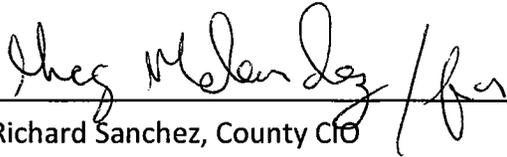
Legislative or Regulatory Mandate Subvented/Grant Funded:

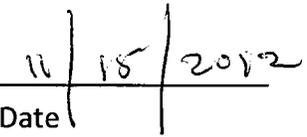
Strategic and Business Analysis	<p>PROJECT GOALS AND OBJECTIVES:</p> <p>Acquire consulting services for the Sheriff's Los Angeles County Regional Identification System (LACRIS) to support the development of a request for proposals (RFP) for the acquisition, implementation, and maintenance of a MBIS solution. MTG would also assist with the solicitation process, vendor negotiations, and implementation of the selected solution.</p>
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	<p>BUSINESS DRIVERS: LACRIS provides fingerprint identification services for all law enforcement agencies in the County. It is managed by the Sheriff, with oversight, direction, and funding authorization provided by the Remote Access Network (RAN) Board. LACRIS currently contracts with 3M Cogent Inc. (Cogent) for the fingerprint identification system. The existing Contract with Cogent expires on October 12, 2014, and this proposed Contract will assist LACRIS in identifying and acquiring a replacement solution.</p> <p>PROJECT ORGANIZATION: ISAB, in conjunction with the Sheriff's LACRIS, is driving this project programmatically. The project has a dedicated Project Manager, who is managing the operation.</p> <p>PERFORMANCE METRICS: This proposed Contract contains a detailed Statement of Work identifying fixed price deliverables that must be performed to the County's satisfaction.</p> <p>STRATEGIC AND BUSINESS ALIGNMENT: The proposed Contract supports County Strategic Plan Goal 1, Operational Effectiveness; Goal 2, Fiscal Sustainability; and Goal 3, Integrated Service Delivery.</p> <p>PROJECT APPROACH: MTG will provide the following services under the proposed Contract: Review LACRIS functional and technical requirements; assist with the development of the MBIS RFP; support the MBIS RFP evaluation and selection process; provide assistance during contract negotiations with the selected MBIS vendor; and assist in developing a MBIS implementation plan.</p> <p>ALTERNATIVES ANALYZED: MTG was selected via a competitive bid process.</p>
<p>Technical Analysis</p>	<p>ANALYSIS OF PROPOSED IT SOLUTION: The vision for MBIS is to acquire an integrated solution that provides existing automated fingerprint identification, as well as new biometric (IRIS, facial and pattern recognition) capabilities.</p>

Financial Analysis	<p>BUDGET:</p> <p>Contract costs</p> <p>One-time costs:</p> <table border="0"> <tr> <td>Hardware</td> <td>\$ N/A</td> </tr> <tr> <td>Software.....</td> <td>\$ N/A</td> </tr> <tr> <td>Services</td> <td>\$ N/A</td> </tr> </table> <p>Ongoing annual costs:</p> <table border="0"> <tr> <td>Hardware</td> <td>\$ N/A</td> </tr> <tr> <td>Software.....</td> <td>\$ N/A</td> </tr> <tr> <td>Services</td> <td>\$ \$215,635</td> </tr> <tr> <td>Contingency.....</td> <td>\$</td> </tr> </table> <p>Sub-total Contract Costs: \$ \$215,635</p> <p>Other County costs:</p> <p>One-time costs:</p> <table border="0"> <tr> <td>Hardware</td> <td>\$ N/A</td> </tr> <tr> <td>Software.....</td> <td>\$ N/A</td> </tr> <tr> <td>Services (ISD)</td> <td>\$ N/A</td> </tr> <tr> <td>County staff (existing)</td> <td>\$ N/A</td> </tr> <tr> <td>County staff (net new)</td> <td>\$ N/A</td> </tr> </table> <p>Sub-total one-time County costs: \$ N/A</p> <p>Ongoing annual costs:</p> <table border="0"> <tr> <td>Hardware</td> <td>\$ N/A</td> </tr> <tr> <td>Software.....</td> <td>\$ N/A</td> </tr> <tr> <td>Services (ISD).....</td> <td>\$ N/A</td> </tr> <tr> <td>Services (Contractor)</td> <td>\$ N/A</td> </tr> <tr> <td>County staff (existing)</td> <td>\$ N/A</td> </tr> <tr> <td>County staff (net new)</td> <td>\$ N/A</td> </tr> </table> <p>Sub-total ongoing County costs: \$ N/A</p> <p>Total one-time costs: \$ \$215,635</p> <p>Total ongoing annual costs: \$</p>	Hardware	\$ N/A	Software.....	\$ N/A	Services	\$ N/A	Hardware	\$ N/A	Software.....	\$ N/A	Services	\$ \$215,635	Contingency.....	\$	Hardware	\$ N/A	Software.....	\$ N/A	Services (ISD)	\$ N/A	County staff (existing)	\$ N/A	County staff (net new)	\$ N/A	Hardware	\$ N/A	Software.....	\$ N/A	Services (ISD).....	\$ N/A	Services (Contractor)	\$ N/A	County staff (existing)	\$ N/A	County staff (net new)	\$ N/A
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Risk Analysis	<p>RISK MITIGATION:</p> <ol style="list-style-type: none"> 1. There are minimal risks to this proposed consulting services. 2. The Chief Information Security Officer (CISO) has reviewed the Contract and did not identify any IT security or privacy related issues. 																																				
CIO Approval	<p>PREPARED BY:</p> <div style="text-align: center;">  </div> <hr/> <p>Fred Nazarbegian, Sr. Associate CIO</p> <div style="text-align: right;"> <p>11-15/2 -</p> <hr/> <p>Date</p> </div>																																				

APPROVED:


Richard Sanchez, County CIO


Date

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>



**CONTRACT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
MTG MANAGEMENT CONSULTANTS, LLC
FOR
MBIS CONSULTING SERVICES**

NOVEMBER 2012

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 - ATTACHMENT A.2 Participating Agencies
- EXHIBIT B Pricing Schedule
 - SCHEDULE B.1 Schedule of Services
- EXHIBIT C Project Schedule
- EXHIBIT D Contractor's EEO Certification
- EXHIBIT E County's Administration
- EXHIBIT F Contractor's Administration
- EXHIBIT G Acknowledgment, Confidentiality and Assignment Agreement
- EXHIBIT H Jury Service Ordinance
- EXHIBIT I Safely Surrendered Baby Law
- EXHIBIT J Defaulted Property Tax Reduction Program Ordinance
- EXHIBIT K Request For Proposals (RFP) [Incorporated by Reference]
- EXHIBIT L Contractor's Proposal [Incorporated by Reference]

CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
MTG MANAGEMENT CONSULTANTS, LLC
FOR
MBIS CONSULTING SERVICES

This Contract, including all Exhibits and Attachments, is made and entered into this _____ day of _____, 2012 by and between the County of Los Angeles (hereinafter "County") on behalf of its Information Systems Advisory Body (hereinafter "ISAB" or "Department") and MTG Management Consultants, LLC, a _____ corporation (hereinafter "Contractor"), located at _____.

RECITALS

WHEREAS, County may contract with private businesses for consulting services (hereinafter "Services") relating to a Multimodal Biometric Identification System (hereinafter "MBIS") when certain requirements are met; and

WHEREAS, Contractor possesses the necessary skills, qualifications, competence, license and expertise and, therefore, is qualified to perform such Services; and

WHEREAS, County does not have the requisite technical staff with the specific skills and expertise necessary to perform the Services; and

WHEREAS, County is authorized by the California Government Code, Section 31000 to contract for special services, including the Services described herein; and

WHEREAS, based upon an open competitive selection process, the Department has recommended to County's Board of Supervisors the selected Contractor that is prepared and desires to provide to County the Services as described herein; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the parties agree as follows:

1. INTERPRETATION

1.1 APPLICABLE DOCUMENTS

The body of this document (hereinafter "Base Contract"), including without limitation the Recitals hereto along Exhibits A, B, C, D, E, F, G, H, I and J and all Attachments thereto, attached hereto, and Exhibits K and L, not attached hereto, are all incorporated herein by reference and collectively form and throughout and hereinafter are referred to as the "Contract". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between this base Contract and the Exhibits and Attachments thereto, or

between Exhibits and Attachments, such conflict or inconsistency shall be resolved by giving precedence first to this Base Contract and then to the Exhibits and Attachments according to the following descending priority.

- 1.1 EXHIBIT A – Statement of Work
 - Attachment A.1 – Qualifications and Requirements
 - Attachment A.2 – Participating Entities
- 1.2 EXHIBIT B – Pricing Schedule
- 1.3 EXHIBIT C – Project Schedule
- 1.4 EXHIBIT D – Contractor’s EEO Certification
- 1.5 EXHIBIT E – County’s Administration
- 1.6 EXHIBIT F – Contractor’s Administration
- 1.7 EXHIBIT G – Acknowledgment, Confidentiality and Assignment Agreement
- 1.8 EXHIBIT H – Jury Service Ordinance
- 1.9 EXHIBIT I – Safely Surrendered Baby Law
- 1.10 EXHIBIT J – Defaulted Property Tax Reduction Program Ordinance
- 1.11 EXHIBIT K – Request for Proposals (RFP) for BCP Consulting Services
- 1.12 EXHIBIT L – Contractor’s Proposal

1.2 ENTIRE CONTRACT

This Contract, including all Exhibits and Attachments thereto, constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of the Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8 (Change Notices and Amendments) and signed by both parties.

2. DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

2.1 AGENCY

As used herein, the term “Agency” shall mean any one of the County Departments or agencies listed in Attachment A.2 (Participating Agencies), which may receive Services under this Contract.

2.2 BASE CONTRACT

As used herein, the term “Base Contract” shall have the meaning specified in the Recitals above.

2.3 BUSINESS DAY

As used herein, the term “Business Day” shall mean Monday through Friday, excluding County observed holidays.

2.4 BOARD OF SUPERVISORS; BOARD

As used herein, the terms “Board of Supervisors” and “Board” shall mean County’s Board of Supervisors.

2.5 CONFIDENTIALITY AGREEMENT

As used herein, the term “Confidentiality Agreement” shall mean and refer to the terms and conditions of Exhibit G (Acknowledgment, Confidentiality and Assignment Agreement).

2.6 CONSULTANT

As used herein, the term “Consultant” shall mean any one of the persons provided by Contractor under the Contract for the provision of Services hereunder.

2.7 CONTRACT

As used herein, the term “Contract” shall mean the agreement executed between County and Contractor consisting of the terms and conditions for the provision of the tasks, subtask, deliverables, goods, services and other work set forth herein, including Exhibit A (Statement of Work), as further defined in Paragraph 1.1 (Applicable Documents).

2.8 CONTRACT SUM

As used herein, the term “Contract Sum” shall have the meaning specified in Paragraph 5.1 under Paragraph 5 (Contract Sum).

2.9 CONTRACTOR

As used herein, the term “Contractor” shall mean the sole proprietor, partnership or corporation that has entered into a Contract with County to perform the Services hereunder.

2.10 CONTRACTOR’S ADMINISTRATION

As used herein, the term “Contractor’s Administration” shall have the meaning specified in Paragraph 7.1 (Contractor’s Administration).

2.11 CONTRACTOR’S PROJECT MANAGER

As used herein, the term “Contractor’s Project Manager” shall have the meaning specified in Paragraph 7.2 (Contractor’s Project Manager).

2.12 COUNTY

As used herein, the term “County” shall mean the County of Los Angeles, California.

2.13 COUNTY’S ADMINISTRATION

As used herein, the term “County’s Administration” shall have the meaning specified in Paragraph 6.1 (County’s Administration).

2.14 COUNTY’S PROJECT DIRECTOR

As used herein, the term “County’s Project Director” shall have the meaning specified in Paragraph 6.2 (County’s Project Director).

2.15 COUNTY’S PROJECT MANAGER

As used herein, the term “County’s Project Manager” shall have the meaning specified in Paragraph 6.3 (County’s Project Manager).

2.16 DAY(S)

As used herein, the term “day(s)”, whether singular or plural, shall mean calendar day(s), unless otherwise specified.

2.17 DELIVERABLES(S)

As used herein, the term “Deliverable(s)” and “deliverable(s)”, whether singular or plural, shall mean the Services to be performed by Contractor under this Contract, including those set forth in Exhibit A (Statement of Work) and any applicable Work Order.

2.18 DETAILED WORK PLAN

As used herein, the term “Detailed Work Plan” shall have the meaning specified in Deliverable 1 (Project Control Document) of Exhibit A (Statement of Work).

2.19 DEPARTMENT; ISAB

As used herein, the terms “Department” and “ISAB” shall mean County’s Information Systems Advisory Body.

2.20 DIRECTOR

As used herein, the term “Director” shall mean the Director of ISAB.

2.21 EFFECTIVE DATE

As used herein, the term “Effective Date” shall mean the date of execution of this Contract by County and Contractor.

2.22 EXTENDED TERM

As used herein, the term “Extended Term” shall have the meaning specified in Paragraph 4 (Term of Contract).

2.23 FISCAL YEAR

As used herein, the term “Fiscal Year” shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

2.24 FIXED PRICE AMOUNT

As used herein, the term “Fixed Price Amount” shall be the not-to-exceed amount specified in Exhibit B (Pricing Schedule) for the provision of required Services by Contractor to County under the Contract in accordance with Exhibit A (Statement of Work).

2.25 INITIAL TERM

As used herein, the term “Extended Term” shall have the meaning specified in Paragraph 4 (Term of Contract).

2.26 LACRIS

As used herein, the term “LACRIS” shall mean the Los Angeles County Regional Identification System.

2.27 MAXIMUM FIXED PRICE

As used herein, the term “Maximum Fixed Price” shall mean a not-to-exceed amount to be paid by County to Contractor for Optional Services provided by Contractor pursuant to an agreed upon Work Order upon County’s request therefor.

2.28 MBIS; SYSTEM

As used herein, the terms “MBIS” and “System” shall mean the Multimodal Biometric Identification System to be procured by County as a result of the MBIS RFP.

2.29 MBIS CONSULTING SERVICES

As used herein, the term “MBIS Consulting Services” shall have the same meaning as “Services”.

2.30 MBIS RFP

As used herein, the term “MBIS RFP” shall mean the request for proposals to be issued by County for the acquisition, implementation and maintenance of MBIS, with relation to which Contractor shall provide Services under this Contract.

2.31 MBIS VENDOR; VENDOR

As used herein, the terms “MBIS Vendor” and “Vendor” shall mean the vendor selected by County to provide MBIS as a result of the MBIS RFP.

2.32 MILESTONE

As used herein, the term “Milestone” shall mean any of the Statement of Work milestones, as further defined in Deliverable 1 (Project Control Document) of Exhibit A (Statement of Work).

2.33 RAN BOARD

As used herein, the term “RAN Board” shall mean and refer to the Remote Access Network Board.

2.34 OPTIONAL SERVICES

As used herein, the term “Optional Services” shall mean Services that may be provided by Contractor to County upon County’s request therefor and the parties’ agreement on a Work Order, including a Maximum Fixed Price.

2.35 POOL DOLLARS

As used herein, the term “Pool Dollars” shall mean the amount allocated under the Contract for the provision by Contractor of Optional Services as provided herein, all requested and approved by County in accordance with the terms of this Contract.

2.36 PRICING SCHEDULE

As used herein, the term “Pricing Schedule” shall mean the pricing terms relating to this Contract as specified in Exhibit B (Pricing Schedule).

2.37 PROJECT CONTROL DOCUMENT; PCD

As used herein, the terms “Project Control Document” and “PCD” shall have the meaning specified in Deliverable 1 (Project Control Document) of Exhibit A (Statement of Work).

2.38 PROJECT PLAN

As used herein, the term “Project Plan” shall have the meaning specified in Deliverable 1 (Project Control Document) of Exhibit A (Statement of Work).

2.39 REQUIRED SERVICES

As used herein, the term “Required Services” shall mean the consulting services relating to the MBIS RFP required to be provided by Contractor during the term of this Contract pursuant to Exhibit A (Statement of Work).

2.40 PROJECT SCHEDULE

As used herein, the term “Project Schedule” shall mean and refer to the project timeline set forth in Exhibit C (Project Schedule).

2.41 SERVICES

As used herein, the term “Services” shall mean the consulting services relating to the MBIS RFP to be provided by Contractor during the term of, and pursuant to, this Contract, as described in Exhibit A (Statement of Work), including Required Services and Optional Services.

2.42 STATE

As used herein, the term “State” shall mean the State of California, USA.

2.43 STATEMENT OF WORK; SCOPE OF WORK

As used herein, the terms “Statement of Work” and “Scope of Work” shall mean the tasks, subtasks, deliverables, goods, services and other work set forth in Exhibit A (Statement of Work), including all Attachments thereto.

2.44 TASK(S)

As used herein, the terms “Task(s)” and “task(s)”, whether singular or plural, shall mean any of the areas of Services to be performed by Contractor under this Contract, including those set forth in Exhibit A (Statement of Work) and any applicable Work Order.

2.45 WORK ORDER

As used herein, the term “Work Order” shall mean the agreed upon terms of any component of Optional Services to be provided by Contractor to County pursuant to this Contract.

3. WORK

- 3.1 Pursuant to the provisions of this Contract, upon County’s notice to proceed, Contractor shall fully perform, complete and deliver on time and in accordance with the terms of the Contract, all tasks, subtasks, deliverables, goods, services and other work as set forth herein, including Exhibit A (Statement of Work) and any applicable Work Order.
- 3.2 If Contractor provides any tasks, subtasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.
- 3.3 Upon completion by Contractor and approval by County of the Services requested by County and set forth in Exhibit A (Statement of Work), County will update the log of Services in Exhibit C (Project Schedule) accordingly.

4. TERM OF CONTRACT

- 4.1 The term of this Contract shall commence upon the Effective Date and shall continue for two (2) years thereafter, unless sooner terminated or extended, in whole or in part, as provided in this Contract (hereinafter “Initial Term”).
- 4.2 At the end of the Initial Term, County may, at its sole option, extend this Contract for one (1) additional one-year term (hereinafter “Extended Term”). County shall be deemed to have exercised its extension option automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term, the Director, in his/her sole discretion, notifies Contractor in writing that County elects not to extend the Contract pursuant to this Paragraph 4.2.
- 4.3 As used throughout this Contract, the word “term” shall include the Initial Term and the Extended Term, to the extent County exercises its option under this Paragraph 4.
- 4.4 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County’s Project Director, with a copy to County’s Project Manager, at the address set forth in Exhibit E (County’s Administration).
- 4.5 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Contract term extension option.

5. CONTRACT SUM

- 5.1 The Contract Sum under this Contract shall be the maximum total monetary amount payable by County to Contractor for supplying all tasks, subtasks, deliverables, goods, services and other work provided by Contractor during the term of the Contract, including all Required and any Optional Services, and shall not exceed Two Hundred Fifteen Thousand Six Hundred and Thirty-Five Dollars \$215,635), as further detailed in Exhibit B (Pricing Schedule). There is no guarantee that the entire Contract Sum amount shall be paid to Contractor under the Contract.
- 5.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor’s duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County’s express prior written consent witnessed by a written Amendment to the Contract, which is formally approved and executed by the parties.
- 5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum. Upon occurrence of this event, Contractor shall send written notification to County’s Project Director, with a copy to County’s Project Manager, at the address set forth in Exhibit E (County’s Administration).

5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately

notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 INVOICES AND PAYMENTS

- 5.5.1 Contractor shall invoice County only for providing the tasks, subtasks, deliverables, goods, services and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder, including any applicable Work Order. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B (Pricing Schedule). Unless otherwise agreed to in a Work Order, Contractor shall be paid in arrears only for the tasks, subtasks, deliverables, goods, services and other work approved and accepted in writing by County. If County does not approve and accept any work in writing, no payment shall be due to Contractor for that work.
- 5.5.2 Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule) and shall contain the information set forth in Exhibit A (Statement of Work) or any applicable Work Order describing the tasks, subtasks, deliverables, goods, services, and/or other work for which payment is claimed. Contractor's Services amount shall not increase beyond those specified in Exhibit B (Pricing Schedule) during the term of the Contract.
- 5.5.3 Contractor shall submit all invoices to County's Project Director, with a copy to County's Project Manager, within thirty (30) calendar days following County's approval and acceptance of the Services invoiced at the addresses set forth in Exhibit E (County's Administration). The invoices shall be in a form approved by County's Project Director and shall meet the following requirements:
- (a) Invoices must contain the Contract Number.
 - (b) Invoices must include the number(s) and description of the Deliverable(s) and/or Work Order being invoiced.
 - (c) Invoices must be submitted to County's Project Director, with a copy to County's Project Manager.
 - (d) Upon approval by County's Project Director, payments will be processed by County in a timely manner.
- 5.5.4 Payments for the Services provided under this Contract will be processed monthly in arrears within thirty (30) days following receipt by all necessary County personnel identified above, provided that Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due, along with supporting documentation.
- Payment may be subject to deduction for failure to meet performance standards as defined in the Contract, the Statement of Work and/or any applicable Work Order.
- 5.5.5 County may delay the last payment due until one (1) month after the termination of the Contract. Contractor shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract not deducted from any payment made by County to Contractor.

5.5.6 COUNTY APPROVAL OF INVOICES

All invoices submitted by Contractor for payment must have the written approval of County's Project Manager prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

6. ADMINISTRATION OF CONTRACT – COUNTY

6.1 COUNTY'S ADMINISTRATION

A listing of all County personnel responsible for the administration of this Contract on behalf of County (hereinafter "County's Administration"), as referenced in this Paragraph 6 below, is set forth in Exhibit E (County's Administration). No member of County's Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices and Amendments). Unless otherwise specified, reference to each of the persons identified in Exhibit E (County's Administration) shall also include his/her designee. County shall notify Contractor in writing of any change in the names or addresses shown.

6.2 COUNTY'S PROJECT DIRECTOR

County's Project Director will be responsible for ensuring that the objectives of this Contract are met. County's Project Director will have the right at all times to inspect any and all tasks, subtasks, deliverables, goods and other Services provided by or on behalf of Contractor. All work performed under this Contract shall be subject to the approval of County's Project Director or designee.

6.3 COUNTY'S PROJECT MANAGER

County's Project Manager will be responsible for ensuring that the technical, business and operation standards and requirements of this Contract are met and overseeing the day-to-day administration of this Contractor. County's Project Manager shall have full authority to supervise Contractor's performance in the daily operation of this Contract and shall also provide direction to Contractor in areas relating to policy, procedures and other matters within the purview of this Contract. County's Project Manager will on a regular basis interface with Contractor's Project Manager. County's Project Manager will report to County's Project Director regarding Contractor's performance with respect to the technical, business and operational standards and requirements of this Contract.

7. ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S ADMINISTRATION

A listing of all Contractor personnel responsible for the administration of this Contract on behalf of Contractor (hereinafter "Contractor's Administration"), as referenced in this Paragraph 7 below, is set forth in Exhibit F (Contractor's Administration). No member of Contractor's Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices and Amendments). Contractor shall notify County in writing of any change in the names or addresses shown. All staff employed by and/or on behalf of Contractor shall be adults who are fully fluent in both spoken and written English.

7.2 CONTRACTOR’S PROJECT MANAGER

Contractor’s Project Manager shall be a full-time employee of Contractor who shall be responsible for Contractor’s performance of all Services under the Contract and ensuring Contractor’s compliance with this Contract. Contractor’s Project Manager shall interface with County’s Project Manager and County’s Project Director on a regular basis and shall be available during business hours acceptable to County for telephone contact and/or meetings as required by County and shall report to County in the manner set forth in this Contract, including Exhibit A (Statement of Work).

7.3 APPROVAL OF CONTRACTOR’S STAFF

Contractor shall provide qualified personnel to provide Services and other work under the Contract, including any and all Consultants. County has the absolute right to approve or disapprove any member of Contractor’s Administration or any Consultants providing Services under the Contract and any proposed changes in Contractor’s Administration staff or Consultants, including but not limited to Contractor’s Project Manager.

Contractor shall remove and replace any employee working on this Contract when requested to do so by County. Request will be submitted to Contractor by County in writing stating the reasons for the removal, provided that such reasons are based on reported instances of malfeasance, impropriety or violation of Contractor or County rules by the employee.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.4.1 At any time prior to or during term of this Contract, County may require that all Contractor’s staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless of whether Contractor’s staff passes or fails the background clearance investigation.
- 7.4.2 County may request that Contractor’s staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to Contractor nor to Contractor’s staff any information obtained through County conducted background clearance.
- 7.4.3 County may immediately, at its sole discretion, deny or terminate facility access to any of Contractor’s staff that does not pass such investigation(s) to the satisfaction of County whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification, if any, of Contractor’s staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all Services and other work in accordance with the terms and conditions of this Contract.

7.5 CONTRACTOR’S STAFF IDENTIFICATION

Contractor shall, at its sole expense, furnish and require every on-duty employee providing services under this Contract at a County facility to wear a visible photo identification badge identifying employee by name, physical description and company. Such badge shall display on employee’s person at all times he/she is on County designated property.

8. CHANGE NOTICES AND AMENDMENTS

- 8.1 No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations or conditions of this Contract, except through the procedures set forth in this Paragraph 8. County reserves the right to change any portion of the work required under this Contract or to amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished only as provided in this Paragraph 8.
- 8.2 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a Change Notice may be prepared in writing and signed by County's Project Director, or designee, and Contractor's Project Manager. Consistent with the foregoing, County's Project Director is specifically authorized to execute Change Notices for the acquisition of Optional Services using Pool Dollars and to update Exhibit C (Project Schedule).
- 8.3 Except as otherwise provided in this Contract, for any change which materially affects the scope of work or any term or condition included in this Contract, a negotiated Amendment to this Contract shall be required to be executed in writing by County's Board of Supervisors and Contractor's authorized representative(s). Notwithstanding the foregoing, the Director is specifically authorized to execute any Amendment for increases in the Contract Sum by up to ten percent (10%) cumulatively above the Contract Sum as of the Effective Date.
- 8.4 County's Board of Supervisors, Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by Contractor's authorized representative(s) and the Director.

9. ASSIGNMENT AND DELEGATION

- 9.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 9.1, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 9.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in the form of an Amendment in accordance with applicable provisions of this Contract, including the need for an Amendment.
- 9.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or

without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

- 9.4 For any change affecting Contractor's Administration or Contractor's project personnel, Contractor shall submit to County Project Director, with a copy to County's Project Manager, written notification and request to effect the requested change. County's Project Director or designee may accept or reject such notification and request.

10. AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

11. BUDGET REDUCTIONS

In the event that County's Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract (including any extensions), and the Services and other work to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Services and other work set forth in this Contract.

12. COMPLIANCE WITH APPLICABLE LAW

- 12.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 12.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 12 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

13. COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with Exhibit D (Contractor’s EEO Certification).

14. COMPLIANCE WITH COUNTY’S JURY SERVICE PROGRAM

14.1 JURY SERVICE PROGRAM

This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit H (Jury Service Ordinance) and incorporated herein by reference.

14.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

14.2.1 Unless Contractor has demonstrated to County’s satisfaction either that Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee’s regular pay the fees received for jury service.

14.2.2 For purposes of this Paragraph 14, “Contractor” means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph 14. The provisions of this Paragraph 14 shall be inserted into any such subcontract agreement, and a copy of the Jury Service Program shall be attached to the agreement.

14.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole

discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- 14.2.4 Contractor's violation of this Paragraph 14 of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

15. CONFLICT OF INTEREST

- 15.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

- 15.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 15 shall be a material breach of this Contract.

16. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the Effective Date to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the term of this Contract.

17. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 17.1 Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.
- 17.2 In the event that both the laid-off County employees and the GAIN/GROW participants are available for hiring, County employees shall be given first priority.

18. CONTRACTOR RESPONSIBILITY AND DEBARMENT

18.1 RESPONSIBLE CONTRACTOR

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is County's policy to conduct business only with responsible contractors.

18.2 CHAPTER 2.202 OF THE COUNTY CODE

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

18.3 NON-RESPONSIBLE CONTRACTOR

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

18.4 CONTRACTOR HEARING BOARD

- 18.4.1 If there is evidence that Contractor may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 18.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 18.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 18.4.4 If Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or

management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.

18.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) Contractor has been debarred for a period longer than five (5) years; (ii) the debarment has been in effect for at least five (5) years; and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

18.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

18.5 SUBCONTRACTORS OF CONTRACTOR

These terms of this Paragraph 18 shall also apply to subcontractors of County contractors.

19. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

20. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

20.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

20.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for

Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

21. CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

22. COUNTY’S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor’s performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor’s compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

23. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

- 23.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 23.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

24. EMPLOYMENT ELIGIBILITY VERIFICATION

- 24.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 24.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State

statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

25. FACSIMILE REPRESENTATIONS

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to Paragraph 8 (Change Notices and Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

26. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

27. FORCE MAJEURE

- 27.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph 27 as “force majeure events”).
- 27.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 27, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.
- 27.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

28. GOVERNING LAW, JURISDICTION AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

29. INDEPENDENT CONTRACTOR STATUS

- 29.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 29.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 29.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.
- 29.4 Contractor shall adhere to the provisions stated in Paragraph 41 (Confidentiality).

30. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 30 shall be conducted by Contractor and performed by counsel selected by Contractor.

Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

31. INSURANCE

31.1 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 31, including Paragraph 31.4 (Insurance Coverage Requirements), of this Base Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

31.2 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY

- 31.2.1 A certificate(s) of insurance coverage (Certificate) satisfactory to County and a copy of an Additional Insured endorsement confirming that County and its Agents (defined below) have been given Insured status under Contractor's General Liability policy, shall be delivered to

County at the address shown below and provided prior to commencing services under this Contract.

- 31.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 31.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- 31.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit E (County's Administration).

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

31.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

31.3.1 CANCELLATION OF OR CHANGES IN INSURANCE

Contractor shall provide County, or Contractor's insurance policies shall contain, a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other cancellation or policy change. Failure to

provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of County, upon which County may suspend or terminate this Contract.

31.3.2 FAILURE TO MAINTAIN INSURANCE

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the Required Insurance and, without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

31.3.3 INSURER FINANCIAL RATINGS

Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

31.3.4 CONTRACTOR'S INSURANCE SHALL BE PRIMARY

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

31.3.5 WAIVERS OF SUBROGATION

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

31.3.6 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

31.3.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

31.3.8 CLAIMS MADE COVERAGE

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the Effective Date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

31.3.9 APPLICATION OF EXCESS LIABILITY COVERAGE

Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

31.3.10 SEPARATION OF INSUREDS

All liability policies shall provide cross liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

31.3.11 ALTERNATIVE RISK FINANCING PROGRAMS

County reserves the right to review, and then approve, Contractor’s use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

31.3.12 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

31.4 INSURANCE COVERAGE REQUIREMENTS

31.4.1 GENERAL LIABILITY

Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

31.4.2 AUTOMOBILE LIABILITY

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor’s use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

31.4.3 WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY

Workers Compensation and Employers’ Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than

\$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

31.4.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

Professional Liability/Errors and Omissions Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

32. LIQUIDATED DAMAGES

32.1 If, in the judgment of the Director, or his/her designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

32.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may:

- (a) Deduct from Contractor's payment, pro rata, those applicable portions of the monthly amounts due to Contractor; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction and that Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Contractor; and/or
- (c) Upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

- 32.3 The action noted in Paragraph 32.2 above shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.
- 32.4 This Paragraph 32 shall not, in any manner, restrict or limit County's right to damages for any breach of this Contract provided by law or as specified in Paragraph 32.2 above or otherwise in this Contract and shall not, in any manner, restrict or limit County's right to terminate this Contract as agreed to herein.

33. APPROVAL OF WORK

All tasks, subtasks, "work products" (deliverables), services or other work performed by Contractor are subject to the written approval of County's Project Manager or designee. Approval or rejection of deliverable(s) will not be unreasonably withheld by County.

34. NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 34.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.
- 34.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 34.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 34.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 34.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 34.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 34 when so requested by County.
- 34.7 If County finds that any provisions of this Paragraph 34 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair

Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

- 34.8 The parties agree that in the event Contractor violates any of the anti discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

35. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

36. NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

37. NOTICE OF DISPUTES

Contractor shall bring to the attention of County's Project Director and County's Project Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If County's Project Director, with assistance from County's Project Manager, is not able to resolve the dispute, the Director or designee shall resolve it.

38. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

39. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

40. NOTICES

- 40.1 Notices required or permitted to be given under the terms of this Contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by

depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to County shall be addressed to the applicable parties as identified in Exhibit E (County's Administration).

The notices and envelopes containing same to Contractor shall be addressed to the applicable parties as identified in Exhibit F (Contractor's Administration).

Addresses may be changed by either party giving ten (10) day's prior written notice thereof to the other. The Director's designee shall have the authority to issue all notices or demands required or permitted by County under this Contract.

- 40.2 In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor.

41. CONFIDENTIALITY

- 41.1 Contractor shall maintain the confidentiality of all records and information, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 41.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 41, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 41 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 41.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing Services or other work hereunder of the confidentiality provisions of this Contract. Contractor shall ensure that each Consultant and any other person performing work for or on behalf of Contractor shall sign and adhere to the terms and conditions set forth in Exhibit G (Acknowledgment, Confidentiality and Assignment Agreement) prior to commencing any work under the Contract.

42. PUBLIC RECORDS ACT

- 42.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 44 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as any documents which were required to be submitted in response to a Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records.

Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential” or “proprietary”. County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

42.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential” or “proprietary”, Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

43. PUBLICITY

43.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor’s need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:

- Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County’s Project Director or designee. County shall not unreasonably withhold written consent.

43.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 43 shall apply.

44. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County’s written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County’s option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

44.1 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County’s Auditor Controller within

thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 44.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 44 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.
- 44.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either (a) repaid by Contractor to County by cash payment upon demand or (b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

45. RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

46. SUBCONTRACTING

- 46.1 The requirements of this Contract may not be subcontracted by Contractor without the advance approval of County. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.
- 46.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly upon County's request:
- (a) A description of the work to be performed by the subcontractor;
 - (b) A draft copy of the proposed subcontract; and
 - (c) Other pertinent information and/or certifications requested by County.
- 46.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 46.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 46.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.

- 46.6 County's Project Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for its files.
- 46.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 46.8 Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the required insurance provisions set forth in this Contract.

47. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 20 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Paragraph 50 (Termination for Default) and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 21 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

49. TERMINATION FOR CONVENIENCE

- 49.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 49.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 49.3 After receipt of the Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such

claim and invoice shall be submitted promptly, but not later than one (1) month from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine, on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

- 49.4 Subject to the provisions of Paragraphs 49.1 and 49.2 above, County and Contractor shall negotiate an equitable amount to be paid to Contractor by reason of the total or partial termination of work pursuant to this Paragraph 49. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. County shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
- 49.5 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Paragraph 44 (Record Retention and Inspection/Audit Settlement).

50. TERMINATION FOR DEFAULT

- 50.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County:
- (a) Contractor has materially breached this Contract; or
 - (b) Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service or other work required either under this Contract; or
 - (c) Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business Days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
- 50.2 In the event that County terminates this Contract in whole or in part as provided in Paragraph 50.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph 50.2.
- 50.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Paragraph 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both

Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 51.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 50.4 If, after County has given notice of termination under the provisions of this Paragraph 50, it is determined by County that Contractor was not in default under the provisions of this Paragraph 50, or that the default was excusable under the provisions of Paragraph 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 49 (Termination for Convenience).
- 50.5 The rights and remedies of County provided in this Paragraph 50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

51. TERMINATION FOR IMPROPER CONSIDERATION

- 51.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 51.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 51.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

52. TERMINATION FOR INSOLVENCY

- 52.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for Contractor; or
 - The execution by Contractor of a general assignment for the benefit of creditors.
- 52.2 The rights and remedies of County provided in this Paragraph 52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

53. TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate or suspend this Contract.

54. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future Fiscal Years unless and until the Board of Supervisors appropriates funds for this Contract in County's budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

55. VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

56. WAIVER

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

57. WARRANTY AGAINST CONTINGENT FEES

57.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

57.2 For breach of this warranty, County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

58. COUNTY LOBBYISTS

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be

enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts which do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

59. PROHIBITION FROM INVOLVEMENT IN THE BIDDING PROCESS OF FUTURE RFPS

Contractor understands and agrees that neither Contractor nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposals developed or prepared by or with the assistance of Contractor's services rendered pursuant to this Contract, whether as a prime contractor or subcontractor, or as a contractor to any other prime contractor or subcontractor. Any such involvement by Contractor shall result in the rejection by County of the bid or proposal by the prime contractor in question.

60. PROPRIETARY RIGHTS

- 60.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all information, data, plans, diagrams, reports and other documents and records (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract. Contractor shall ensure that each Consultant and any other person providing work for or on behalf of Contractor shall fully execute Exhibit G (Acknowledgment, Confidentiality and Assignment Agreement) prior to commencing any work under the Contract.
- 60.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use, at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 60.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Director or designee as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 60.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 60.5 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under Paragraph 60.4 above for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 60.3 above or for any disclosure which County is required to make under any state or federal law or order of court.

60.6 All the rights and obligations of this Paragraph 60 shall survive the expiration or termination of this Contract.

61. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates, if any, required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to the performance of this Contract, and shall further ensure that all of its officers, employees and agents who perform Services and other work hereunder shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates which are applicable to their performance of Services and other work hereunder. A copy of each such license, permit, registration, accreditation and certificate required by law shall be provided to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit E (County's Administration) upon request.

62. INTELLECTUAL PROPERTY INDEMNIFICATION

62.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

62.2 In the event any equipment, software or services product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, software or services product; or
- Replace the questioned equipment, software or services product with a non-questioned item; or
- Modify the questioned equipment, software or services product so that it is free of claims.

62.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

63. PROHIBITION AGAINST INDUCEMENT AND PERSUASION

Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Contract to be effective the day, month and year first above written.

COUNTY:
INFORMATION SYSTEMS ADVISORY BODY

By _____
John Ruegg, Director

CONTRACTOR: _____

By _____
Signature

Print Name

Title _____

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
VICTORIA MANSOURIAN
Senior Deputy County Counsel

EXHIBIT A
STATEMENT OF WORK
FOR
MBIS CONSULTING SERVICES

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1. GENERAL

1.1 INTRODUCTION

This Exhibit A (Statement of Work) consists of tasks, subtasks, deliverables, goods, services and other work the selected Contractor shall be required to provide to assist the Information Systems Advisory Body (“ISAB” or “Department”) of the County of Los Angeles (“County”) in developing and releasing a comprehensive request for proposals for Multimodal Biometric Identification System (“MBIS RFP”) on behalf of the Los Angeles County Regional Identification System (“LACRIS”) of the Los Angeles County Sheriff’s Department (“LASD”).

The MBIS project will take a “Best Practices” approach to develop the MBIS RFP for the acquisition, implementation and maintenance of a system through an open competitive process. Traditional approaches to the development of a solicitation involve a detailed and time consuming “Needs Assessment” and “Comprehensive Requirements Analysis”. Given the standards-based nature of the biometrics identification technologies and the requirement to be compliant with various National Institute of Standards and Technology (“NIST”) and Federal Bureau of Investigation (“FBI”) standards and relative maturity of vendor products, the MBIS project will not try to “reinvent the wheel” in going through a process that other jurisdictions have already gone through in developing solicitations for acquiring biometric identification systems.

The MBIS RFP will use information from four (4) recently issued solicitations by other jurisdictions and “synthesize” them into a comprehensive MBIS RFP that meets the requirements of LACRIS.

The selected Contractor will provide support to ISAB in the review of four (4) recently issued solicitations by other jurisdictions for acquiring biometric identification systems, review existing functional and systems requirements of LACRIS, work with the County assembled team in finalizing and writing the MBIS RFP, research and document issues that could enhance the quality of the MBIS RFP, assist ISAB in evaluating vendor responses to the MBIS RFP, participate in bidders’ conferences and assist in responding to vendor questions, provide assistance and support during Contract negotiations, and assist in the development of a comprehensive system implementation plan.

1.2 OVERVIEW

The scope of work under this Contract in providing assistance in the development of the MBIS RFP shall include, but is not limited to:

- Assisting in the planning, development, releasing of the MBIS RFP, vendor evaluation, contract negotiations; and
- Providing support during the MBIS RFP lifecycle, including the development of an implementation plan for the new system.

The following requirements and specifications are attached to and form a part of this Statement of Work (“SOW”):

Attachment A.1 – Qualifications and Requirements

Attachment A.2 – Participating Entities

1.3 OBJECTIVES

The Consultant firm shall develop a scope of work for the enhancement or replacement of the existing Automated Fingerprint Identification System (“AFIS”) with a new multi-modal identification system (MBIS) that meets all County requirements, as determined through the evaluation and assessment process. County will be seeking to implement MBIS that will:

- Provide a biometric and web services standards based open architecture that
 - Enables implementation of state-of-the-art AFIS (e.g. 10 print, palm print, latent) applications and workflows including integration with the current LiveScan fingerprint and mug shot systems
 - Provides for incremental enhancement/addition/replacement of applications and workflows for fingerprinting and facial data capture, iris, voice, scar, marks and tattoos, facial recognition and DNA biometric toolsets
 - Allows selection of best-of-breed applications from different vendors; provides for use of non-proprietary hardware, database software and open-standards application software interfaces
 - Stores integrated subject biometric data (captured via the various biometric toolsets) that enables online inquiries and reporting based on integrated subject biometric data
- Be sized for planned growth
- Utilize ANSI/NIST/FBI record constructs
- Conform to national and international biometric standards
- Use Commercial Off-The-Shelf (COTS) hardware and software
- Provide configurable administrative controls
- Manage orchestration and transaction integrity of all sub-components of the MBIS system
- Manage and control biometric data using subject biometric identifiers as keys
- Provide efficient and cost-effective storage and retrieval
- Detect and notify when systems, applications, equipment or networks are interrupted or when there is a loss of power
- Provide an operational County-approved disaster recovery site
- Provide for migration of fingerprints and mug shots from already existing County MBIS applications

1.4 DEFINITIONS

The capitalized terms used throughout this Exhibit A shall have the meanings given to such terms in this Exhibit A. All other capitalized terms used in this Exhibit A without definitions shall have the meanings given to such terms in the Base Contract or otherwise in the Contract, as applicable.

2. **MINIMUM QUALIFICATIONS**

The selected Contractor, including every person proposed to be providing Services required under the Contract (“Consultant”), shall meet each of the minimum qualifications and requirements specified in *Attachment A.1 (Qualifications and Requirements) of the Contract*.

3. CONTRACTOR RESPONSIBILITIES

Under the direction of County’s Project Manager, Consultant(s) shall perform the tasks and subtasks and produce the deliverables as set forth in this Statement of Work. Consultants’ responsibilities shall include but not be limited to:

- A. Performing all work on-site at County provided facilities during normal business hours (8 a.m. to 5 p.m., Monday through Friday, except County holidays) for the duration of the project. Prior written authorization by County’s Project Manager shall be required for all work performed off-site.
- B. Providing one (1) hard copy and one (1) electronic copy (in Microsoft Office 2003 or higher: Access, Word, Excel, Visio or Project) of all final versions of project deliverables. Unless a working document, continued updates and delivery of a hardcopy and electronic copy will be required.
- C. Assisting County MBIS Project Team in the development of the MBIS RFP and vendor proposal evaluation, including coordinating resources and processes.
- D. Assisting County in support activities related to the release of the MBIS RFP.
- E. Identifying best practices and leverage other agencies’ solicitation lessons learned in order to acquire the best solution for County.
- F. Interacting with all levels of County staff including executive management.

4. SCOPE OF WORK

This Section (Scope of Work) outlines the minimum scope of work that must be performed by the selected Contractor as part of the primary tasks, subtasks and deliverables.

The review and approval process for each deliverable shall be as follows:

- 1. Consultant shall review and obtain County’s Project Manager’s prior approval for the format and content of each deliverable, as well as the planned duration for County review of each draft and final deliverable.
- 2. Consultant shall submit a draft of the completed Deliverable for County review, as defined in the Project Control Document.
- 3. County will review each deliverable, document and provide written feedback within the agreed upon timeframe, as defined in the Project Control Document.
- 4. Consultant shall review and address all County feedback into the final deliverable and submit to County’s Project Manager for approval.

Contractor shall perform the following primary tasks as part of the SOW:

- Task 1 – Develop Project Control Document
- Task 2 – Provide Project Management Assistance and Monitoring
- Task 3 – Assist in MBIS RFP Planning and Scope Analysis

- Task 4 – Review existing LACRIS System functionality and architecture
- Task 5 – Develop MBIS RFP and Evaluation Criteria
- Task 6 – Assist in Release of MBIS RFP
- Task 7 – Assist in Evaluation of Vendor Proposals
- Task 8 – Assist in Notifying Vendors
- Task 9 – Assist in Contract Negotiations
- Task 10 – Optional Services

TASK 1 – DEVELOP PROJECT CONTROL DOCUMENT

Contractor shall develop a Project Control Document (“PCD”) and submit it for written approval to County’s Project Manager. The Project Control Document shall include the following:

1. A detailed Project Plan developed using Microsoft Project 2003 or higher, comprised of the project tasks, activities, planned start and end dates, dependencies and responsibilities.
2. Project organization, roles and responsibilities and description of management structure for deliverable review and approval, as well as issue escalation and resolution.
3. Deliverables/milestones list describing planned dates for completing project deliverables and/or project milestones.
4. Any other information reasonably requested by County.

DELIVERABLE 1 – PROJECT CONTROL DOCUMENT

Contractor shall provide to County a PCD within two (2) weeks of the Contract Effective Date developed in accordance with *Task 1 (Develop Project Control Document)*. This document shall be updated and maintained throughout the life of the project.

The Project Control Document shall be comprised of the following components:

- a. Project Scope and Objectives – a brief statement of the scope and objectives of the project;
- b. Project Organization, Roles and Responsibilities – A hierarchical structure depicting the organization of the project team and its reporting relationships, including a description of the primary roles and responsibilities of the project team members and any relevant organizational relationships;
- c. Detailed Work Plan – A detailed narrative description of project with roles and responsibilities of project team members by task, subtask, timeframe to complete each task and any dependencies on other tasks;
- d. Assumptions – A listing of all relevant assumptions made in the development of the Detailed work plan. All assumptions must be clearly documented;
- e. Deliverables List – A list of the Deliverables to be produced for each Task and Subtask, including a paragraph description of each Deliverable;
- f. Milestone Chart – A list of key project Milestones, including Deliverables, the target completion date and actual completion date;
- g. GANTT Chart – A chart showing the Tasks, Subtasks, Milestones, critical path and dependencies organized by Deliverables, as appropriate, and in accordance with the Detailed Work Plan;
- h. Communication Plan – A description of the primary means of communication that will be used throughout the project. This should include a description of any recurring Tasks and Subtasks (e.g., Status Meetings, etc.);
- i. Risk Management – A description of the risk management process, including a tracking mechanism for potential project risks, the probability of those risks occurring, potential impact of those risks and risk mitigation strategies;
- j. Change Management Process – A description of the change management process that will be used to mitigate any negative impact of the implementation plan and roll-out;

- k. Escalation Procedures – A description of the process to be used to resolve project conflicts, including a diagram of the escalation process and key project team members responsible for decision-making and conflict resolution.

TASK 2 – PROVIDE PROJECT MANAGEMENT ASSISTANCE AND MONITORING

Throughout the term of the Contract, under the direction of the County’s Project Manager, Consultant(s) shall assist in the day-to-day management of tasks and deliverables required to develop the MBIS RFP. While Consultant(s) will not be responsible for the performance of County personnel, Consultant(s) shall coordinate with County’s Project Manager and County MBIS Project Team Members to ensure that all tasks and deliverables are performed in a timely manner.

Project management shall include, but not be limited to:

1. Assisting in the day-to-day management of tasks and deliverables;
2. Supporting project planning and direction;
3. Assisting in the management and tracking of all issues and their resolution;
4. Assisting in the management of the project change control process;
5. Preparing agenda and minutes for weekly project management team meetings;
6. Updating the detailed Project Plan showing schedule changes from baseline and percentage of work completed as required;
7. Providing ongoing support and guidance to ensure appropriate knowledge transfer throughout the course of the engagement.

DELIVERABLE 2 – PROJECT MANAGEMENT ASSISTANCE AND MONITORING

Consultant(s) shall provide on-going support and management assistance and mentoring to County’s Project Manager through final development of the MBIS agreement in accordance with *Task 2 (Provide Project Management Assistance and Monitoring)*, including:

1. Preparing and presenting to County’s Project Manager a weekly Project Status Report to report project progress, plans and outstanding issues. The first status report shall be presented to County’s Project Manager fourteen (14) calendar days following the Contract Effective Date.
2. Meeting with County’s Project Manager at least weekly to review these status reports and any related matters. All variances shall be presented for approval at the status meeting.
3. Updating the PCD to reflect the changes based on County feedback.

TASK 3 – ASSIST IN MBIS RFP PLANNING AND SCOPE ANALYSIS

Consultant(s) shall provide assistance in the MBIS RFP planning and scope analysis by:

1. Working with MBIS Project Management Team to finalize Project Scope and conduct research as needed;
2. Developing a Stakeholders’ (including end users) Questionnaire to capture needs and plans;
3. Conducting meetings and interviews to review the questionnaire and obtaining answers and clarifications;

4. Compiling questionnaire results and outcomes of the interviews and prepare the Stakeholders Report for County’s Project Manager;
5. Assisting in the development of the MBIS RFP Strategy.

DELIVERABLE 3 – STAKEHOLDERS AND MBIS RFP STRATEGY REPORTS

Consultant(s) shall assist LACRIS in the planning activities and development of a scope for the MBIS RFP in accordance with *Task 3 (Assist in MBIS RFP Planning and Scope Analysis)*, including:

1. Meetings with MBIS Project Management Team, Stakeholders, Los Angeles County law enforcement agencies, Steering Committee to review Project Goals and Objectives;
2. Stakeholders Report in electronic format with a summary of questionnaire results and detailed analysis;
3. MBIS RFP Strategy Report.

TASK 4 – REVIEW EXISTING LACRIS SYSTEM FUNCTIONALITY AND ARCHITECTURE

Consultant(s) shall provide review of existing LACRIS system functionality and architecture, which shall include:

1. Reviewing the existing LACRIS systems and interfaces to identify the current functions, problems, opportunities, business processes and information needs;
2. Reviewing all existing reference material or documentation;
3. Reviewing existing system data models;
4. Reviewing existing system functional models;
5. Reviewing existing system functionality and features;
6. Reviewing existing system interfaces;
7. Documenting findings for the Project Team;
8. Assisting the Project Team in finalizing a technical architecture for the new system to be described in the MBIS RFP.

DELIVERABLE 4 – LACRIS SYSTEM OVERVIEW REPORT

Consultant(s) shall provide a high-level report for the existing LACRIS system in accordance with *Task 4 (Review Existing LACRIS System Functionality and Architecture)* together with the technical architecture for the new system.

TASK 5 – DEVELOP MBIS RFP AND EVALUATION CRITERIA

Consultant(s) shall assist with the development of the MBIS RFP by providing direction and leadership, analyzing best-of-breed and best-practices biometric identification technologies, developing the functional and technical requirements, evaluation model, selection criteria and documentation, and providing other related support services. As part of this Task 5, Consultant(s) shall:

1. Review four (4) Baseline solicitations issued by other jurisdictions (“Baseline Solicitation(s)”) and develop a detailed requirements list by identifying the mandatory and desirable requirements, as follows:
 - a. The following three (3) Baseline Solicitations:
 - i. Orange County
 - ii. San Francisco PD
 - iii. WIN
 - b. And one recent Baseline Solicitation recommended by Contractor, as approved by County’s Project Manager
2. Contact the four (4) jurisdictions that issued the Baseline Solicitations and document what worked and what did not; prepare a Report for the Project Team;
3. Meet with the Project Team to vet the requirements and finalize MBIS RFP Scope;
4. Prepare a complete Scope of Work for the MBIS RFP including:
 - a. functional requirements
 - b. technical architecture
 - c. system interface requirements
 - d. benchmark plan
 - e. evaluation plan
 - f. conversion plan
 - g. transition plan
 - h. acceptance plans
 - i. and any other pertinent plans
5. Develop a proposal evaluation and scoring procedure and detailed evaluation criteria
 - a. Evaluation criteria
 - b. Implementation schedule
6. Assist with development of a competitive acquisition plan and solicitation package and a formal MBIS RFP; and
7. Review and finalize the MBIS RFP that is ready for release.

DELIVERABLE 5 – RFP DOCUMENT AND EVALUATION CRITERIA

Consultant(s) shall provide the following deliverables in accordance with *Task 5 (Develop MBIS RFP and Evaluation Criteria)*:

1. Baseline RFP Review Reports
2. Baseline RFP Implementation Reports
3. Statement of Work for the RFP
4. Proposal Evaluation Model

TASK 6 – ASSIST IN RELEASE OF MBIS RFP

Consultant(s) shall assist County in the release of the MBIS RFP at the direction of County’s Project Manager by performing, at a minimum, the following tasks:

1. Supporting the required MBIS RFP tasks – administrative and procurement requirements;
2. Providing support for vendor meetings;
3. Supporting the development of responses to vendor questions; drafting written responses;
4. Drafting write-up for RFP amendments, if needed.

DELIVERABLE 6 – ASSISTANCE IN THE RELEASE OF MBIS RFP

Consultant(s) shall provide assistance in the release of the MBIS RFP in accordance with *Task 6 (Assist in Release of MBIS RFP)*, which shall also include:

1. Attending the bidders’ conference;
2. Responding to vendor questions;
3. Assisting with MBIS RFP addenda, as needed.

TASK 7 – ASSIST IN EVALUATION OF VENDOR PROPOSALS

Consultant(s) shall assist County in the evaluation of proposals received by County in response to the MBIS RFP by:

1. Conducting detailed review of all vendor proposals;
2. Compiling a list of recent vendor customers implementing similar systems and requesting information if needed;
3. Developing and conducting Vendor Technology/Support/Performance Survey Questionnaire;
4. Preparing the Vendors Implementation and Performance Report;
5. Working with the Evaluation Committee and supporting the preparation of the Evaluation Scores for each proposal;
6. Participating in vendor customer site visits, as needed;
7. Preparing the evaluation summary write ups for each proposal;
8. Working with the Project Team to review and finalize the Evaluation Scores; and
9. Performing other tasks as reasonably requested by County for MBIS RFP evaluation.

DELIVERABLE 8 – EVALUATION REPORT

Contractor shall provide the following deliverables following completion of *Task 7 (Assist in Evaluation of Vendor Proposals)*:

1. Vendor Customer Implementation and Performance Report;
2. Proposal Evaluation Document.

TASK 8 – ASSIST IN NOTIFYING VENDORS

Consultant(s) shall draft letters to vendors notifying them of the outcome of the MBIS RFP whether each such vendor was selected or not for the negotiation of the MBIS agreement with County.

DELIVERABLE 8 – VENDOR NOTIFICATIONS

Contractor shall assist County in providing notification letters to each vendor responding to the MBIS RFP in accordance with *Task 8 (Assist in Notifying Vendors)*.

TASK 9 – ASSIST IN CONTRACT NEGOTIATIONS

Consultant(s) shall assist County in the agreement negotiations with the selected vendor to provide the MBIS. As part of the MBIS agreement negotiations, Consultant(s) shall:

1. Attend contract negotiation meetings with the selected vendor, as needed;
2. Assist in resolving discrepancies identified during contract negotiations;
3. Provide assistance in finalizing the implementation plan and roll-out strategy, as needed.

DELIVERABLE 9 – ASSISTANCE IN CONTRACT NEGOTIATIONS

Consultant(s) shall provide assistance to County in contract negotiations with the selected vendor in accordance with *Task 9 (Assist in Contract Negotiations)*, which shall include meetings with County and vendor personnel.

TASK 10 – PROVIDE OPTIONAL SERVICES

County may from time to time, during the term of the Contract, submit to Contractor written requests for Optional Services using Pool Dollars not included in Contractor’s Fixed Price Amount for the Required Services under the Statement of Work. In response to such request, Contractor shall submit to County for approval a proposed Work Order for such Optional Services and a not-to-exceed Maximum Fixed Price calculated using the Fixed Hourly Rate, if applicable. County and Contractor shall agree on the Work Order for the tasks and deliverables to be performed, the schedule of completion and the Maximum Fixed Priced, if applicable, for such Optional Services.

Optional Services County may procure using Pool Dollars may include, but are not limited to, researching biometrics technologies, vendor architecture and implementation models, best-practices in the use of biometrics identification, and other related areas to assist LACRIS in developing a comprehensive solution for the County of Los Angeles.

DELIVERABLE 10 – OPTIONAL SERVICES

Upon County’s request and agreement upon the Work Order, including the Maximum Fixed Price, Contractor shall provide to County Optional Services using Pool Dollars in accordance with *Task 10 (Provide Optional Services)*. Both the topic and the scope of any Optional Services shall be identified and approved by County’s Project Manager in advance.

ATTACHMENT A.1
QUALIFICATIONS AND REQUIREMENTS
FOR
MBIS CONSULTING SERVICES

TO BE DETERMINED

ATTACHMENT A.2
PARTICIPATING ENTITIES
FOR
MBIS CONSULTING SERVICES

TO BE DETERMINED

EXHIBIT B
PRICING SCHEDULE
FOR
MBIS CONSULTING SERVICES

1. REQUIRED SERVICES

All Required Services shall be provided by Contractor and any of its Consultants under the Contract in accordance with Paragraph 3 (Work) of the Base Contract and Exhibit A (Statement of Work), including all Attachments thereto, following approval and acceptance by County. Contractor shall provide all Required Services specified in Exhibit A (Statement of Work) at the Fixed Priced Amount of \$179,635, which shall not increase during the term of the Contract. Contractor shall not charge County for any other expenses, including any travel or living expenses.

2. OPTIONAL SERVICES

All Optional Services shall be provided by Contractor and any of its Consultants under the Contract in accordance with Paragraph 3 (Work) of the Base Contract and Exhibit A (Statement of Work), including all Attachments thereto, following agreement on a Work Order, including a Maximum Fixed Price, and a notice to proceed by County. All Optional Services shall be provided at, and the Maximum Fixed Price shall be calculated based on, the Fixed Hourly Rate of \$160 per hour, which shall not increase during the term of the Contract, including all Required Services and any Optional Services. Contractor shall not charge County for any other expenses, including any travel or living expenses.

3. CONTRACT SUM

The Contract Sum shall be County's maximum obligation under the Contract and shall include the cost of any Services provided by Contractor and any of its Consultants pursuant to the Contract. The maximum Contract Sum under the Contract, including any and all sales tax amounts, is \$ 215,635, as further specified in Paragraph 5 (Contract Sum) of the Base Contract.

SCHEDULE B.1
SCHEDULE OF SERVICES
FOR
MBIS CONSULTING SERVICES

1. REQUIRED SERVICES

DELIVERABLE NUMBER / DESCRIPTION	COUNTY APPROVAL DATE	DELIVERABLE AMOUNT	REMAINING FIXED PRICE AMOUNT
Effective Date			\$179,635
Deliverable No. 1 – [Description]			

2. OPTIONAL SERVICES

WORK ORDER NUMBER / DESCRIPTION	WORK ORDER DATE	EXPENDED AMOUNT	REMAINING POOL DOLLARS
Effective Date			\$36,000
Work Order No. 1 – [Description]			

EXHIBIT C
PROJECT SCHEDULE
FOR
MBIS CONSULTING SERVICES

TO BE DETERMINED

EXHIBIT D
CONTRACTOR'S EEO CERTIFICATION
FOR
MBIS CONSULTING SERVICES

EXHIBIT D
CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries and holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, age or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION

	<u>YES</u>	<u>NO</u>
1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

EXHIBIT E

**COUNTY'S ADMINISTRATION
FOR
MBIS CONSULTING SERVICES**

TO BE DETERMINED

EXHIBIT F

**CONTRACTOR'S ADMINISTRATION
FOR
MBIS CONSULTING SERVICES**

TO BE DETERMINED

EXHIBIT G
ACKNOWLEDGMENT, CONFIDENTIALITY
AND
ASSIGNMENT AGREEMENT
FOR
MBIS CONSULTING SERVICES

EXHIBIT G
ACKNOWLEDGMENT, CONFIDENTIALITY AND ASSIGNMENT
AGREEMENT

PROJECT NAME _____

CONTRACTOR/EMPLOYER NAME _____

LOS ANGELES COUNTY AGREEMENT NAME/NUMBER _____

GENERAL INFORMATION

The organization identified above ("Contractor") is under contract ("Contract") to provide certain services ("Services") to the County of Los Angeles ("County"). County requires each employee of this Contractor performing services under this Contract to understand his/her obligations with respect to the personal and proprietary data with which he/she will be in contact, and to acknowledge such obligations by executing this Employee Acknowledgment, Confidentiality and Assignment Agreement.

EMPLOYEE STATUS ACKNOWLEDGMENT

I understand and agree that the above-referenced Contractor is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work pursuant to the above-referenced Contract.

I understand and agree that I am not an employee of County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from County by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a criminal background and security investigation(s). I understand and agree that my continued performance of services under the above-referenced Contract is contingent upon my passing, to the satisfaction of County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of County, any such investigation shall result in my immediate release from performance under this Contract and/or any future contracts.

CONFIDENTIALITY AGREEMENT

My work may be concerned with services provided by County, and, therefore I may have access to confidential data and information pertaining to private individuals and/or entities receiving such services. I may also have access to proprietary information belonging to other organizations doing business with County. County has a legal obligation to keep confidential all such data and information in its possession, especially data and information concerning health, criminal and welfare recipient records. I understand that, by virtue of my involvement in County work, I too must protect the confidentiality of such data and information. I understand that I must sign this agreement to be eligible to perform work for my employer under the County Contract. I have read this agreement and have taken due time to consider it prior to signing.

I agree not to disclose to, nor reproduce for the benefit of, any unauthorized person any data or information obtained while performing work under the above-referenced Contract between my employer and County. I agree to forward all requests for disclosure or copying of any such data or information in my possession or care to my immediate supervisor. The parties hereby acknowledge and agree that no obligation of confidentiality applies to residual knowledge learned (such as ideas, concepts know-how or techniques) and experience gained by me as a result of performing the Services. In addition, nothing herein shall prevent me or Contractor from providing to others similar services to the Services, subject to any obligations of confidentiality.

I agree to protect from loss and to keep confidential all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from County, design concepts, algorithms, programs, formats, documentation, Contractor's proprietary information, and all other original materials produced, created or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all unauthorized disclosures or copying of confidential or proprietary data or information, whether accidental or intentional, and whether by myself and/or by any other person, of which I become aware. I agree to return all confidential data, information and materials to my immediate supervisor upon completion of the above-referenced Contract, or termination of my employment with my employer, whichever occurs first.

ASSIGNMENT OF PROPRIETARY RIGHTS

As used in this agreement, "Works" means (i) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the Contract, (ii) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (iii) any part or aspect of any of the foregoing. "Confidential Information" means all information or material disclosed to or known by me as a consequence of my employment with Contractor, including third party information or information disclosed by County that Contractor treats as confidential, and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Contractor as a work made for hire, I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including but not limited to all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including without limitation the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

EXHIBIT G – ACKNOWLEDGMENT, CONFIDENTIALITY AND ASSIGNMENT AGREEMENT

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on its behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements; Assignment of Rights

- (a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:
 - (1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or
 - (2) Result from any work performed by the employee for the employer.
- (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonyms used in connection with any Works, goods or services I provide under this agreement or the above referenced Contract.

I acknowledge that violation of this agreement may cause irreparable harm to County, which may not be compensated by monetary damages, and may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal and equitable redress, including, without limitation, injunctive relief.

SIGNED: _____ DATE: ____/____/____

PRINTED: _____ POSITION: _____

EXHIBIT H
JURY SERVICE ORDINANCE
FOR
MBIS CONSULTING SERVICES

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I
SAFELY SURRENDERED BABY LAW
FOR
MBIS CONSULTING SERVICES

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT J
**DEFAULTED PROPERTY TAX REDUCTION
PROGRAM ORDINANCE**
FOR
MBIS CONSULTING SERVICES

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

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2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

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9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT K
REQUEST FOR PROPOSALS (RFP)
FOR
MBIS CONSULTING SERVICES

TO BE INCORPORATED BY REFERENCE

EXHIBIT L
CONTRACTOR'S PROPOSAL
FOR
MBIS CONSULTING SERVICES

TO BE INCORPORATED BY REFERENCE